DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER, MS 43
1727 30TH STREET
P.O. BOX 168041
SACRAMENTO, CA 95816-8041
PHONE (916) 227-6230
FAX (916) 227-6214
TTY (916) 227-8454

Flex your power!
Be energy efficient!

**** WARNING ** WARNING ** WARNING ** WARNING ****
This document is intended for informational purposes only.

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, exerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.

May 13, 2005

04-Ala-580-73.7/75.5
04-162004
ER-1597(004)E

Addendum No. 5

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN OAKLAND FROM 0.30 KM MACARTHUR BOULEVARD ON RAMP TO DISTRIBUTION STRUCTURE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on May 25, 2005, instead of May 18, 2005.

This addendum is being issued to set a new bid opening date as shown herein and revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 2, 35 and 52 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 10-1.07, "NON-STORM WATER DISCHARGES," is replaced as attached.

In the Special Provisions, Section 10-1.31, "EARTHWORK," is replaced as attached.

In the Special Provisions, Section 10-1.32, "WASTE DISPOSAL (CLASS 1)," is replaced as attached.

In the Proposal and Contract, the Engineer’s Estimate Item 54 is revised, Items 113 and 114 are added and Item 112 is deleted as attached.

04-Ala-580-73.7/75.5
04-162004
ER-1597(004)E

To Proposal and Contract book holders:

Replace pages 5 and 7A of the Engineer's Estimate in the Proposal with the attached revised pages 5 and 7A of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

10-1.07 NON-STORM WATER DISCHARGES

Non-storm water discharges shall conform to the requirements in Section 7-1.01G, “Water Pollution” of the Standard Specifications, the requirements for Water Pollution Control elsewhere in these special provisions, and these special provisions. Groundwater generated from pile dewatering and sediment dewatering shall be considered as non storm water.

Conformance with the requirements of this section shall in no way relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

PILE DEWATERING

When groundwater in drilled holes needs to be dewatered during piling operations, the Contractor shall pump the groundwater to temporary holding tank(s) or tank truck for offsite disposal. The Contractor shall not allow any groundwater to be discharged to water bodies or storm drainage inlets. Groundwater shall be disposed of at permitted facilities with prior approval from the Engineer. Contractor shall adhere to the provisions in Section 7-1.13 of the Standard Specifications, "Disposal of Material Outside the Highway Right of Way" for disposal of the groundwater. Contractor shall reference the Material Information Handouts for detail groundwater conditions.

The Contractor shall use pile dewatering as one of the various measures to prevent water pollution. The Contractor shall graphically depict the dewatering process within the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control" of these special provisions. The graphic, and accompanying narrative, shall show both a sectional and plan view that details the dewatering process. The graphic shall define the flow path and placement of pipes, hoses, pumps, and other equipment used to convey the groundwater to temporary holding facilities. The Contractor shall describe the dewatering apparatus within the appropriate sections of the SWPPP. The description shall include, but not be limited to, an estimate of the discharge volume, flow rate, and frequency; location of disposal at permitted facilities; and the inspection and monitoring procedures related to the dewatering .

The Contractor shall conduct a daily inspection of the dewatering equipment, when in use, to ensure that all components are functional and routinely maintained to prevent leakage. Any component of the apparatus that is found to be damaged or to affect the performance of the apparatus shall be either immediately repaired or replaced.

The Contractor shall conduct monitoring, at a minimum, one hour prior to dewatering, during the first ten minutes of initiating dewatering, every four hours during dewatering, and upon cessation of dewatering. The observations shall be recorded daily in a tabular format known as Dewatering Operations Monitoring Form as mentioned in the Caltrans Division of Construction’s Field Guide to Construction Dewatering provided by the Engineer. The Dewatering Operations Monitoring Form (Copy in Material Information Handouts), including photographs, shall be provided weekly to the Engineer, or as directed by the Engineer.

Observations indicating that the dewatering process is out of compliance with the requirements for Water Pollution Control in these special provisions, and elsewhere in these special provisions shall be immediately reported to the Engineer. The dewatering activity shall immediately cease, so that corrective actions are undertaken to repair, modify, or replace the equipment. The dewatering activities shall resume only upon approval by the Engineer.

MATERIALS

Materials shall conform to the provisions in Section 6, "Control of Materials," Section 7-1.16, "Contractor’s Responsibility for the Work and Materials," and Section 74-2, "Drainage Pump Equipment" of the Standard Specifications and these special provisions.

Plastic piping may be approved for use as determined by the Engineer in writing. If plastic piping is used, it shall conform to the provisions in section 20-5.03E, "Pipe" of the Standard Specifications. The Contractor shall be responsible for providing all piping required.

The Contractor shall be responsible for maintaining all of the equipment and materials outlined in this special provision to operational levels necessary to comply with provisions outlined in these special provisions and permits issued for this project. If the Contractor or the Engineer identifies a deficiency in the functioning of any equipment or material, the deficiency shall be immediately corrected by the Contractor.

SPILL CONTINGENCY

The Contractor shall prepare and submit to the Engineer a contingency plan for the management of spills or leaks of any materials or wastes that may impact the water quality of the Creek.

The spill contingency plan shall be incorporated within the WPCP, as specified in "Water Pollution Control" of these special provisions.

The contingency plan shall include instructions and procedures for reporting spills, and a list of spill containment and collection materials and equipment to be maintained onsite. The contingency plan shall be reviewed and updated at least every 90 calendar days.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for non-storm water discharges shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in non-storm water discharges, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for all pile dewatering operations including, but not limited to providing power to operate pumping equipment; monitoring and inspection of dewatering systems, providing all necessary maintenance, labor, vehicles, equipment, and other incidentals; and removal and disposal of materials and groundwater, shall be considered as included in the contract lump sum paid for non-storm water discharges.

10-1.31 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

STRUCTURE EXCAVATION (TYPE DH)

Structure excavation (Type DH) shall consist of the excavation of hazardous material for the construction of foundations for structures and shall include transporting the material generated from structure excavation (Type DH) to a stockpile location, stockpiling the material, managing the stockpile, and maintaining the stockpile for a period of 90 days.

Structure excavation (Type DH) shall conform to the details shown on the plans, the provisions in Section 19-3, "Structure Excavation and Backfill" of the Standard Specifications and these special provisions.

Attention is directed to "Hazardous Material, General," "Water Pollution Control," and "Non-Storm Water Discharges," of these special provisions.

The Contractor shall prevent the flow of water, including ground water, from entering any excavation. Such preventative measures may consist of, but are not limited to, berms, cofferdams, grout curtains, freeze walls, and concrete seal courses or any combination thereof.

If water enters an excavation or boring, such water, when necessary to proceed with the work, shall be discharged to closed top, watertight, transportable holding tanks. The Contractor shall treat and discharge the water in the holding tanks in conformance with "Non-Storm Water Discharges" of these special provisions.

Nothing herein shall be construed as relieving the Contractor of full responsibility of complying with Section 7-1.16, "Contractor's Responsibility for the Work and Materials, " of the Standard Specifications.

Excavating, hauling, stockpiling, sampling, testing, and disposal of hazardous material excavated from outside the pay limits for structure excavation (Type DH) shall be at the Contractor's expense.

The Department will perform stockpile sampling and testing to determine if the excavated material meets the site-specific reuse criteria. The Contractor shall submit a written request to have each stockpile tested within 5 days after completing a stockpile. The Engineer will report the analytical data to the Contractor within 60 days of receiving the written request for testing.

If structure excavation or structure backfill for bridges is not otherwise designated by type and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be measured and paid for as structure excavation (Type DH) or structure backfill (bridge), respectively.

Structure excavation designated as (Type DH), for footings at the locations shown on the plans, will be measured and paid for as structure excavation (Type DH). Ground water or surface water is expected to be encountered at these locations, but seal course concrete is not shown or specified.

Stockpiled material generated from structure excavation (Type DH) that conforms to the site-specific reuse criteria in "Roadway Excavation (Type R)" of these special provisions will be designated by the Engineer as (Type R) material.

Stockpiled material generated from structure excavation (Type DH) that does not conform to the site-specific reuse criteria will be characterized by the Engineer as waste material. Disposal of waste material shall conform to the requirements in "Waste Disposal (Class 1)," of these special provisions.

The contract price paid per cubic meter for structure excavation (Type DH) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation of hazardous material for structures, complete in place, including hauling material to an onsite stockpile location and stockpiling hazardous material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for controlling, removing, and disposing of water from excavations and for furnishing and installing all preventative measures necessary to the operations and their subsequent removal, if required by the Engineer, shall be considered as included in the contract price paid for structure excavation (Type DH) and no separate payment will be made therefor.

Reuse and disposal of material from onsite stockpile locations will be paid for separately as specified in "Roadway Excavation (Type R)," and "Waste Disposal (Class1)," of these special provisions.

ROADWAY EXCAVATION (TYPE R)

Roadway excavation (Type R) shall consist of loading, hauling, depositing, spreading, and compacting stockpiled Type R material as shown on the plans, as specified in the special provisions, as specified in the Hazardous Materials Management Plan and as directed by the Engineer.

Attention is directed to "Hazardous Material, General" of these special provisions.

Type R material is defined as material that is in conformance with the following site-specific reuse criteria established by the Department of Toxic Substances Control for this area of contamination:

Site-Specific Reuse Criteria for Project No. 04-162004

Chemical Parameter	Maximum Concentration[3] (mg/kg unless shown otherwise)
Total Lead	350
Soluble Lead[1]	0.5 mg/L
Total Recoverable Petroleum Hydrocarbons	1,000
Arsenic	19
Summation of Potentially Carcinogenic Polycyclic Aromatic Hydrocarbons (PAHs)[2]	0.3

Notes:

1) The soluble lead parameter is based on a modified version of the California waste extraction test (WET) that uses de-ionized water, instead of citric acid, for sample extraction.
2) The summation of PAHs shall be in accordance with the equivalency factors provided in DTSC's Preliminary Endangerment Assessment Guidance Manual, Second Printing dated June 1999, Errata Sheet No. 1 or as directed by DTSC. Laboratory results reported as non-detectable shall be assigned a value equal to one half the laboratory reporting limit.
3) The maximum concentration shall be the 95% upper confidence limit of the arithmetic mean of the sample concentrations for each chemical parameter.

The reuse criteria for chemical parameters not shown in this special provision shall be the environmental screening limits for industrial land use as shown in Table B "Environmental Screening Levels (ESLs), Shallow Soils (<3m bgs), Groundwater is NOT a Current or Potential Source of Drinking Water" of California Regional Water Quality Control Board San Francisco Bay Region's "Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater, 4th edition" dated February 2005 (http://www.swrcb.ca.gov/rwqcb2/esl.htm).

IMPORTED BORROW

Imported borrow shall be spread out and compacted over Type R material as directed by the Engineer. The thickness of the layer of imported borrow placed over the Type R material shall be 30 centimeters.

Imported borrow shall not contain any elements or compounds that could result in the imported borrow being characterized as a hazardous waste as defined in Title 22 Section 66261 of the California Code of Regulations and Title 40 Section 261 of the Code of Federal Regulations.

Imported borrow shall not contain any elements or compounds in concentrations that exceed the draft Environmental Screening Levels (ESLs) posted by the San Francisco Bay Regional Water Quality Control Board for shallow soil at residential areas that are located where groundwater is not a current or potential source of drinking water (http://www.swrcb.ca.gov/rwqcb2/esl.htm).

The Contractor shall obtain no less than 4 discrete samples from each source of imported borrow. These 4 discrete samples shall represent the first 2,000 tonnes of material. The Contractor shall provide the Engineer with analytical data for each of the tests specified in these special provisions for each of the samples. In addition to these 4 initial soil samples the Contractor shall sample and test imported borrow at the rate of one sample per each additional 2,000 tonnes of imported borrow to demonstrate compliance with these special provisions. Soil samples shall be obtained in clean stainless steel sleeves during drilling or hand sampling. Sample tubes shall be capped with Teflon film or aluminum foil and plastic caps, sealed with the appropriate tape and preserved immediately at 4 degrees Celsius. Duct tape is not acceptable for sealing sample tubes.

Soil samples shall be delivered under chain of custody to a laboratory for analysis within 24 hours of sampling. Laboratories performing chemical analysis shall be certified by the California Department of Health Services Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific test methods required.

The Contractor shall at a minimum perform the following tests on the imported borrow:

1) CAM 17 Metals by EPA Method 200.7/6010
2) Total petroleum hydrocarbons quantified against gasoline by EPA 8015 mod.

The Contractor shall perform the waste extraction test (WET) on soil samples with concentrations of metals reported in excess of 10 times the soluble threshold limit concentration (STLC) stated in Section 66261.24 of the California Code of Regulations.

The Contractor shall submit the imported borrow analytical test data to the Engineer for acceptance prior to the placement of any imported borrow. The Contractor shall be responsible for the removal of any imported borrow that does not comply with these special provisions.

10-1.32 WASTE DISPOSAL (CLASS 1)

Waste disposal (Class 1) shall consist of loading stockpiled hazardous material into transport vehicles, hauling the waste material to the disposal facility, and disposing of the waste material at a landfill permitted to accept waste material characterized as a California hazardous waste.

Attention is directed to "Hazardous Material, General" of these special provisions.

The Contractor shall submit the name and address of the proposed disposal facility to the Engineer for approval 14 days prior to transporting the hazardous material.

The Contractor shall weigh the vehicles transporting hazardous material to the disposal facility immediately before the vehicles are loaded and just after the vehicles are loaded. These vehicles shall also be weighed at the entrance to the disposal facility and just before leaving the disposal facility. The Contractor shall provide their weight measurements and the weight measurements performed by the disposal facility to the Engineer. The final pay quantity for waste disposal (Class 1) will be the disposal facility's certified weight measurements. The Contractor shall document and explain any discrepancy between the site weight measurements and the disposal facility's weight measurements in a letter to the Engineer.

If the certified weight measurements at the disposal facility indicate that a vehicle, transporting hazardous material, contained a load that exceeded the legal load capacity of that vehicle then the Department will deduct the amount that was in excess of the legal capacity of that vehicle from the total pay quantity for waste disposal (Class 1). The maximum pay quantity that the Department will pay per vehicle is 21.772 tonnes.

The Contractor shall prepare a Uniform Hazardous Waste Manifest (Manifest) for each load of Class 1 waste material in accordance with the instructions on the back of the Manifest. Manifests shall contain, but not be limited to, the following information:

Uniform Hazardous Waste Manifest Data

Box Number	Required Information
1	Cal-EPA generator ID number with an unique identification number
3	Caltrans, Resident Engineer's name, and mailing address
B	State generator ID (B.O.E.) No.: **HYHQ36020676**
4	Resident Engineer's phone number
5	Transporter's name and address
6	Transporter's EPA ID number
D	Transporter's phone number
9	Disposal facility's name and site address
10	Disposal facility's EPA ID number
G	Disposal facility's Cal-EPA ID number
11	USDOT description of waste material
12	Number and type of containers (DT for dump trucks)
13	Total quantity represented by Manifest shall be the difference between the loaded truck weight and the tare weight rounded to nearest whole number
14	Unit of measurement shall be **M** (1000 kg) or **ton** (2000 lb)
15	The truck number and license number or train or container number Caltrans' project number, county, route, and kilometer post
16	Resident Engineer's printed name and signature
17	Transporter's printed name and signature
20	Disposal facility representative's printed name and signature

The Contractor shall provide the original completed Manifests to the Engineer within 14 days. A complete manifest is defined as a legible uniform hazardous waste manifest that contains all of the required information and has been signed by the Engineer, the transporter, and the disposal facility. The Department will not provide payment for material that has been transported without a Manifest or for material represented by a missing, incomplete, or illegible Manifest.

The Contractor shall ensure that all persons who transport hazardous waste in a vehicle have a valid driver's license, vehicle registration, and DTSC registration certificate in his or her possession while transporting the hazardous waste.

Waste disposal (Class 1) will be measured and paid for by the tonne.

The contract price paid per tonne for waste disposal (Type 1) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the disposal of California hazardous waste, complete in place, including loading, manifesting, hauling, and disposing of hazardous material at a landfill permitted to accept California hazardous waste, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ENGINEER'S ESTIMATE
04-162004

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	033622	HAZARDOUS MATERIALS MANAGEMENT REPORT	EA	1		
42	033623	HEALTH, SAFETY AND WORK PLAN	LS	LUMP SUM	LUMP SUM	
43	033624	HAZARDOUS MATERIALS MANAGEMENT PLAN	LS	LUMP SUM	LUMP SUM	
44	033625	ASBESTOS SURVEY	LS	LUMP SUM	LUMP SUM	
45	033626	AIR QUALITY PROGRAM	LS	LUMP SUM	LUMP SUM	
46 (S)	203003	STRAW (EROSION CONTROL)	TONN	2.4		
47 (S)	203014	FIBER (EROSION CONTROL)	KG	361		
48 (S)	203024	COMPOST (EROSION CONTROL)	M3	2.3		
49 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	64		
50 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	73		
51	BLANK					
52	390102	ASPHALT CONCRETE (TYPE A)	TONN	720		
53	BLANK					
54	393001	PAVEMENT REINFORCING FABRIC	M2	1620		
55	397001	ASPHALTIC EMULSION (PAINT BINDER)	TONN	3		
56 (S)	490669	2.1 M CAST-IN-DRILLED-HOLE CONCRETE PILING	M	156		
57	049755	FURNISH PILING (CLASS 900C)(ALT "X" MODIFIED)	M	7039		
58 (S)	049756	DRIVE PILE (CLASS 900C)(ALT "X" MODIFIED)	EA	439		
59 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	880		
60 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	1540		

ENGINEER'S ESTIMATE
04-162004

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
101	033466	REMOVE REINFORCED CONCRETE PIPE	M	19		
102	510526	MINOR CONCRETE BACKFILL	M3	2		
103 (F)	530100	SHOTCRETE	M3	1		
104	641132	300 MM PLASTIC PIPE	M	3		
105	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	365		
106	820134	OBJECT MARKER (TYPE P)	EA	2		
107	820135	OBJECT MARKER (TYPE R)	EA	1		
108	839603	CRASH CUSHION (ADIEM)	EA	1		
109 (S)	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	2300		
110 (S)	033467	LONG LEAD-IN CABLE LOOP DETECTOR SENSOR UNIT	EA	1		
111 (S)	033468	GENERAL PACKET RADIO SYSTEM	EA	1		
112	BLANK					
113 (F)	839702	CONCRETE BARRIER (TYPE 60A)	M	130		
114	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

=

TOTAL BID (A): _____

TOTAL BID (B):

$5,000.00 **X** _____ **=** _____

(Cost Per Day) **(Enter Working Days Bid)**
(Not To Exceed 310 Days)

TOTAL BASIS FOR COMPARISON OF BIDS: (A + B): _____